in initiating the sale or of the manner in which the terms of the sale had been fixed. For discussion of the effect on contracts of war orders or other acts of state, see COMMENTS (1919) 28 YALE LAW JOURNAL, 399; also (1918) 27 *ibid.* 953; (1919) 28 *ibid.* 615.

CORPORATIONS—INTERLOCKING OFFICERS—CONTRACTS.—The plaintiff, a corporation, sued to compel specific performance of a contract. The defendant, also a corporation, answered that the contract was made under the dominating influence of a common director and that its terms were unfair and oppressive. The facts showed that the contract was engineered by the common director but that he refrained from voting at the meeting of defendant which ratified the contract; the contract was to remain in force for a number of years, but at the end of two years the defendant, having found it unfair, refused to continue performing. *Held,* that the contract was voidable at the option of the defendant. *Globe Woolen Co. v. Utica Gas & Electric Co.* (1918, N. Y.) 121 N. E. 378.

This decision rests in the sound principle that directors like trustees, where they have conflicting interests, are under a strict duty to act honestly and fairly in their dealings. Marshall, *Corporations,* sec. 377. The New York rule goes further and makes the contract voidable in such cases as the instant one, at the option of the corporation, even though there is no fraud. Clark, *Corporations,* sec. 202.

INJUNCTIONS—RESTRAINING FORMER EMPLOYEE FROM SOLICITING BUSINESS.—The plaintiff employed the defendant to manage an insurance agency. After fifteen months the defendant resigned and started an agency for himself. He secured a contract with a company which the plaintiff represented, and the plaintiff brought a bill in equity to restrain the defendant from acting as agent for this company, and from soliciting business from the plaintiff's customers. *Held,* that the injunction should not be granted. *S. W. Scott & Co. v. Samuel W. Scott* (1919, App. Div.) 174 N. Y. Supp. 583.

Where there is no contract to the contrary, a former employee is privileged, as against his former employer, to engage in a similar business. Unless there is fraud or deceit practiced, solicitation of a former employer's customers does not constitute unfair competition. For further discussion see COMMENTS (1915) 25 YALE LAW JOURNAL, 499.

MANDAMUS—CIVIL SERVICE EMPLOYEE—LACHES.—The relator, who as superintendent of the Crater Natural Park was in the classified civil service of the Government, was removed from office on June 28, 1913, by order of the defendant, Secretary of the Interior, and forcibly ejected from the government building. On April 30, 1915, he filed a petition in *mandamus* to be restored. *Held,* that whatever right the petitioner had, had been forfeited by laches. *Arant v. Lane* (1919) 39 Sup. Ct. 293.

It seems that an employee in the classified civil service is entitled to compensation during a period of wrongful suspension. *United States v. Wickersham* (1905) 201 U. S. 390, 26 Sup. Ct. 469. But by allowing twenty months to pass without instituting the petition in the instant case the petitioner has clearly permitted such a change of circumstances as justifies invoking the doctrine of laches. As to the applicability of the doctrine of laches to *mandamus* proceedings, see 9 Ann. Cas. 846, note.

OFFICES—OFFICE NOT "PROPERTY"—RESTRAINING INTERFERENCE WITH OFFICE.—The plaintiff filed a bill in equity to restrain the defendants, members of a board

of school trustees, from interfering with him in assuming his duties as a member of the board, to which he had been elected. *Held,* that a demurrer to the bill was properly sustained. *Haupt v. Schmidt* (1919, Ind.) 122 N. E. 343.

The plaintiff's political "privilege" to participate in the councils of the board was not disputed; but his choice of remedy was unfortunate. The decision by the court was grounded on the elementary principles that a public office is not "property," and that the right to hold an office and perform the duties thereof is not a "property" right, but a political right of which equity takes no cognizance. For an apposite discussion on the tendency to confuse and blend legal and non-legal conceptions, in which the concept "property" is particularly examined, see Hohfeld, *Fundamental Legal Conceptions* (1913) 23 YALE LAW JOURNAL, 16, 21-25.

WORKMEN'S COMPENSATION—INJURY ARISING OUT OF THE EMPLOYMENT—ASSAULT BY DISCHARGED EMPLOYEE.—The decedent was head waiter at a hotel and his duties embraced the discharge of waiters in the interest of his employer. He discharged a waiter for disobedience of orders. Later the discharged employee, angry and inflamed with liquor, shot and killed him. *Held,* that the injury arose "out of" the employment. *Cranney's Case* (1919, Mass.) 122 N. E. 266.

The risk of being assaulted by one aggrieved over the exercise of authority seems clearly incidental to the duty of exercising authority. Such injuries as received in the principal case have, therefore, been held compensable. *Trim School Bd. v. Kelly* [1914] A. C. 667 (school teacher assaulted by students); *Western Indemnity Co. v. Pillsbury* (1915) 170 Cal. 686, 151 Pac. 398 (foreman in charge of section gang assaulted by laborer); *Polar Ice & Fuel Co. v. Mulray* (1918, Ind. App.) 119 N. E. 149 (bookkeeper employed to check up and collect for shortage assaulted by driver). In such case the character of the assaulting employee, whether peaceable or quarrelsome, is immaterial. *County of San Bernardino v. Industrial Acc. Com.* (1917) 35 Cal. App. 33, 169 Pac. 255. As to the situation where one not in authority is assaulted by a fellow employee, see (1918) 27 YALE LAW JOURNAL, 965.